

BLANKET PURCHASE ORDER STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400163

PRINT DATE: 09/26/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520784063

NMARC INDUSTRIES

501 GRANARY RD

FOREST HILL, MD

(410) 838-8586

21050

REFER QUESTIONS TO:

JOSEPH E PALECHEK

(410) 767-3207

JOSEPH.PALECHEK@DGS.STATE.MD.US

ITB: 001IT818942

EXPR DATE: 09/30/13

POST DATE: 09/25/12

DISCOUNT TERMS: .

NET 30 DAY

CONTRACT AMOUNT:

105,254.25

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

ORIGINAL DGS FUND APPROPRIATION:

H00 2013 33471 0813 \$78,940.71

H00 2014 33471 0813 \$26,313.54

TOTAL: \$105,254.25

RETAIN ALL DOCUMENTS FOR FUTURE REFERENCE.

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
| 0001 | 91039-JNITOR | LT | 105,254.2500 |

JANITORIAL SERVICES

PROVIDE JANITORIAL SERVICES FOR THE MARY E.W. (BEL AIR) DISTRICT COURT/MULTI-SERVICE CENTER FOR A PERIOD OF ONE (1) YEAR BEGINNING OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013, IN ACCORDANCE WITH TERMS, CONDITIONS AND SPECIFICATIONS.

BASE BID = \$102,386.80

TASK: FLOOR CARE: STRIPPING & FINISHING = \$2,867.45

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

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PAGE: 02

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
|---------------|----------------------|------------|------------------|
|---------------|----------------------|------------|------------------|

HOURLY BILLING RATE:

DAY PORTER = \$9.75

JANITOR = \$8.50

SUPERVISOR = \$12.00

TOTAL BID PRICE: \$105,254.25

MONTHLY PRICE: \$8,771.18

END OF ITEM LIST

STATE YOUR FEDERAL TAX IDENTIFICATION # 52-0784063

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A
LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED,
PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY
BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

02-074

MDOT'S MBE CERTIFICATION NUMBER

***** LAST PAGE *****

AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: _____

9/26/2012

SECTION C – SPECIFICATIONS
Maryland Department of General Services
Janitorial Services at the Mary E. W. Risteau District Court/Multi – Service Center

1. OVERVIEW:

The specifications in this section pertain to the Mary E. W. Risteau District Court/Multi-Service Center, 2 South Bond Street, Bel Air, Maryland 21014, which is managed under the authority of the Department of General Services, agency of the State of Maryland.

2. SCOPE OF WORK:

The contractor shall furnish all labor, equipment and supplies (except for those detailed in paragraph 15 & 16 of this section) to provide janitorial services in accordance with the terms, conditions and specifications. The list below contains the number of units which pertain to the performance of the daily, weekly, monthly, and semi-annual cleaning of this building. The net cleanable square footage of this facility is 87,593.

| <u>Description</u> | <u># of Units</u> |
|----------------------------|-------------------|
| Sq. Ft. Carpet | 67,388 |
| Sq. Ft. Resilient Tile | 8,453 |
| Sq. Ft. Quarry Tile | 7,818 |
| Sq. Ft. Restroom (36) | 588 |
| Windows (sq. ft. of Glass) | 6,933 |

NOTE:

All details on square footage and number of units are approximate. It is the responsibility of the bidder to verify the above.

3. TERM OF CONTRACT:

The term of this contract shall be for a **three (3) year** period beginning **October 1, 2012** and ending **September 30, 2015**.

4. SITE VISIT:

The site visit is schedule is to be determined at the Mary E. W. Risteau District Court/Multi-Service Center, 2 South Bond Street, Bel Air, Maryland, 21014. **For more site visit information, contact Michael Ireland at (410) 996-2840.**

5. WORK EXCLUDED FROM THIS CONTRACT:

All mechanical rooms, electrical rooms, any areas used exclusively for building maintenance and any garage areas are excluded from this contract.

6. HOURS WHEN WORK MAY BE PERFORMED:

The contractor shall provide janitorial between the hours of 5:00 p.m. to 11:00 p.m., Monday through Friday except State holidays, to perform all daily tasks. Weekly, monthly, semi-annual and annual janitorial tasks may be performed daily between 5:00 p.m. and 11:00 p.m., Monday through Friday, or, on State holidays and weekends with prior approval of the Building Manager/Designee.

7. HOLIDAY SCHEDULE:

State holidays which services will not be required by the Contractor shall be:

| | |
|------------------------|------------------------|
| New Year=s Day | Columbus Day |
| Martin Luther King Day | Gubernatorial Election |
| Presidents Birthday | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| Labor Day | Christmas Day |

And all other additional days authorized by the Governor plus official general election holidays and Service Reduction Days.

8. EMERGENCY CONDITIONS:

Should an emergency condition requiring immediate attention exist, (such as flooding of a particular section of the building), the contractor shall divert his/her force or whatever part thereof as directed by the Building Manager/Designee as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the contractor shall not be penalized because the normal daily work which otherwise would have been performed during the interval has been neglected.

9. SNOW DAYS:

Whenever State employees are excused early as the result of heavy snow accumulation and hazardous driving conditions, the contractor must make every reasonable effort to provide janitorial services, particularly if the occurrence is on a Friday, or is a day preceding a holiday. Work should be performed during the holiday or weekend so that the building shall be cleaned prior to office hours on the following working day. Should the contractor be unable to provide janitorial service to the building, he must notify the Building Manager that the service will not be provided. The contractor shall not receive payment for the daily task not performed as a result of the building being closed.

10. PROVISION OF A FULL-TIME JANITOR:

NOTE:

Any personnel assigned to the contract must complete the Record Check Procedure.

- 10.1 The contractor shall provide one janitor between the hours of 7:00 a.m. and 4:00 p.m. who will work under the direct supervision of the Building Maintenance Supervisor.
- 10.2 The full-time janitor will inspect the public and private restrooms on a regular basis as set by the building=s Maintenance Supervisor. The full-time janitor will be responsible for the cleaning or restocking of the restrooms as needed.
- 10.3 The full-time janitor is responsible for cleaning any floor soiled due to weather or accident which occurs during the duty hours.
- 10.4 The full-time janitor is responsible for cleaning employee lounges or vending areas after 2:00 p.m., insuring that all food and scraps have been properly disposed of and that all trash from these areas is bagged and removed to the dumpster.
- 10.5 When not engaged in the above, or under assignment from the building=s Maintenance Supervisor, the full-time janitor may perform any of the daily tasks as directed by the contractor.
- 10.6 Failure of the full-time janitor to work between 7:00 a.m. and 4:00 p.m. will result in a reduction to the contractor=s monthly invoice equal to the number of hours of nonperformance multiplied by the hourly rate supplied by the contractor.

11. ON-SITE SUPERVISOR:

NOTE:

Any personnel assigned to the contract must complete the Record Check Procedure.

- 11.1 The successful contractor shall provide for an on-site supervisor who will represent the contractor in all matters concerning the contract.
- 11.2 The on-site supervisor shall be present at any time the janitors are performing, Monday through Sundays including holidays.
- 11.3 The on-site supervisor will make himself /herself available to the Building Manager, or his designee, between the hours of 4:30 p.m. to 5:00 p.m. for the purpose of obtaining instructions or becoming informed about deficiencies in the janitorial work or any other reason the Building Manager or his designee should wish to confer with the on-site supervisor.
- 11.4 Failure of the on-site supervisor to be present at any time janitorial work is performed will result in reductions from payment to the contractor equal to the hours the supervisor was not present multiplied by the hourly rate supplied by the contractor as specified on the ITB.
- 11.5 The contractor will provide the on-site supervisor with a copy of these Detailed Specifications and the appropriate schedules and standards.
- 11.6 The on-site supervisor is responsible for presenting to the Building Manager/Designee, a schedule of dates and times when the semi-annual and annual tasks will be accomplished. This schedule is to be presented no later than 30 calendar days following the first day of service under the contract.
- 11.7 Failure of the on-site supervisor to provide the Building Manager/Designee with the schedule of semi-annual and annual cleaning tasks within 30 calendar days of the start of this contract shall result in reductions from payment to the contractor at the rate of .0001 of the annual contract price for each day over 30 that the schedule has not been presented.
- 11.8 The on-site supervisor is accountable for the behavior of all of the contractor's personnel assigned to this contract.

12. CONDUCT OF JANITORS:

- 12.1 Employees of the contractor, while performing work under this contract, will not:
 - A. Remove any State property or personal property, equipment, monies, forms, or any other item from the building;
 - B. Engage in loud or boisterous behavior;
 - C. Play radios or tape players;
 - D. Be under the influence of alcohol or drugs;
 - E. Gamble;
 - F. Turn on or off or use any equipment other than the contractor's equipment;
 - G. Use any State telephone except a telephone designated by the building management for the purpose of business under this contract;
 - H. Open any desk, file cabinet or storage cabinet;
 - I. Consume any food or beverage, other than that brought with the employee or purchased from vending machines, and only in areas designated by the building management;
 - J. Engage in horseplay;
 - K. Remove any article from desks;
 - L. Sleep;
 - M. Engage in long conversations with security guards, visitors or other individuals;
 - N. Take photographs of the building or its contents;
 - O. Remove any documents, records, forms or paper of any kind which is not either in trash cans or

- clearly marked as trash;
- P. Use any tobacco or tobacco substitute products in any form;
- Q. Engage in any activity which is not in the best interest of the State or is otherwise detrimental to the performance of this contract.

- 12.2 Should the State find any janitor undesirable under this contract, the State shall immediately notify the contractor's representative verbally, followed by a written notification to the contractor, that the particular janitor is undesirable. The contractor shall be responsible for the conduct of that janitor and liable for any action or inaction of that janitor while performing work under this contract.

13. SECURITY AND REGISTRATION OF CONTRACTOR'S EMPLOYEES:

- 13.1 The contractor's employees are required to be registered with the Building Management office prior to those employees performing services under this contract. Registration will consist of the contractor completing a 3" x 5" identification card for each of the employees assigned to this contract. The 3" x 5" identification cards will be supplied by the Building Manager/Designee.
- 13.2 The 3" x 5" identification card will require the contractor to provide the following employee information; name, address, telephone number, employee=s signature and a 2" x 1-1 2" picture of the employee.

14. DAILY SIGN-IN AND SIGN-OUT OF CONTRACTOR'S EMPLOYEES:

All the contractor=s janitorial personnel are required to sign in and out of the building. The security guard on duty will verify the time logged in and the time logged out for all personnel.

15. SUPPLIES FURNISHED BY STATE:

The State shall furnish all paper hand towels, toilet paper, and hand soap. These supplies shall be stocked in the janitorial closets by State personnel. Records of usage of these supplies will be maintained by the State. The contractor will be held accountable for any excessive usage of these supplies.

16. SERVICE TO BE SUPPLIED BY STATE:

- 16.1 The State will supply the contractor with light, heat, electrical power, and hot and cold water for the cleaning of the building. (Note: Hot water temperature is regulated by the State's energy guidelines and cannot be increased above the current guideline temperature.)
- 16.2 The State will provide janitorial closets for the housing of the contractor's equipment and supplies. The closets will be supplied with locks to safeguard the contractor's property. These closets must be maintained in a clean, neat and orderly condition by the contractor. Keys to the janitorial closets will be the responsibility of the contractor. Should the contractor lose these or any other building keys, he shall be responsible for the cost of replacing or re-keying the locks so affected.
- 16.3 The State will supply large trash receptacles (dumpsters, outside) for the final disposal of trash collected in the building. The contractor shall deposit all trash collected in the building in the receptacle provided and insure that all lids, doors or other openings to the receptacle are closed and latched.

17. SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES:

- 17.1 The Contractor shall:
 - A. Furnish all supplies, materials, and equipment necessary for the performance of the work of this contract unless otherwise specified herein. Fifteen (15) days prior to the starting date of the contract, the contractor must submit to the Building Manager/Designee, a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that the contractor proposes to use in performance of the work. The Contractor shall not use any material which the Building Manager/Designee determines would be unsuitable for the purpose, or harmful to the surfaces to

which applied, or to any other part of the building, its contents, or equipment.

NOTE:

Housekeeping supplies in support of this contract are to be purchased from Blind Industries and Services of Maryland (BISM) to the extent they are available. Attached is a price list and product description. Additional information may be obtained from BISM direct by calling Russ DiPane at (410) 737-2627. As this is a mandatory requirement, failure to comply will be considered a contract default. A copy of the contract will be provided to BISM for follow up.

- B. Furnish all necessary cleaning equipment including power driven floor scrubbing machines, polishing machines, industrial type vacuum cleaners, etc., required for the performance of the work of this contract. This equipment must be of the size and type customarily used in work of this kind and must meet the approval of the Building Manager/Designee.
- C. Ensure that each piece of equipment delivered to the contract site for use under this contract is serially numbered and appropriately identified with a plate affixed thereon. The Contractor must furnish the Building Manager/Designee with a listing of all the equipment delivered to the building with the corresponding serial numbers. On a schedule established by the Building Manager/Designee, an inventory is to be made of the equipment. The purpose of the inventory is to ensure that all equipment is in operating condition and that the quantity and quality agreed upon at the award of the contract is the same. The Contractor shall accompany the designated State employee conducting the inventory. It is the responsibility of the contractor to provide only those items approved at the beginning of the contract. Further, all equipment shall be operative at all times. Any inoperative equipment shall be repaired and/or replaced within a 24-hour period.
- D. In conjunction with the Building Manager/Designee, an inventory of all the materials and equipment on hand during the final month of the contract period shall be performed, along with the development of a list of all materials and equipment which have been paid for by the State. Any materials remaining at the termination of the contract that have been paid for by the State will remain the property of the State.

18. JANITORIAL TASKS:

The building must be cleaned at the frequency and to the standards detailed in these specifications. The Multi-Service Center Manager/Maintenance Supervisor determines whether the tasks have been performed, and, that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reduction in the contractor's monthly invoice in accordance with Section C, Paragraph 19, Reductions. The contractor may appeal the Multi-Service Center Manager/Designee determination in accordance with Section C, Paragraph 20, Disputes Arising From Reductions.

18.1 TASK: D-1 EMPTY TRASH CANS AND REMOVE TRASH

FREQUENCY: DAILY

LOCATIONS: LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES, JUDGE'S CHAMBERS, CONFERENCE ROOMS, COURTROOMS, CORRIDORS, LOUNGES RESTROOMS

STANDARDS:

- 1. All trash from trash cans is removed to the dumpsters.
- 2. All small loose trash is placed in large plastic bags and deposited in dumpster provided. Large plastic bags are closed and tied and are free from holes which would allow trash or liquids to escape.
- 3. Dumpster doors are left closed and latched.
- 4. All emptied trash cans have liners that are free of soil and stain caused by liquids, coffee grounds, food, garbage or any other substance which creates an odor or will adhere other trash to the side of the liner.

5. All items marked as "trash" is removed and boxes are broken down prior to placement in dumpster.

18.2 TASK: D-2 CLEAN GLASS AND MIRRORS

FREQUENCY: DAILY MAIN ENTRANCES, LOBBY AREA
WEEKLY -OFFICES

LOCATIONS: ENTRANCES, LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES,
JUDGE'S CHAMBERS, COURTROOMS, CORRIDORS, LOUNGES,
RESTROOMS

STANDARDS:

1. Glass shall be free of smears, smudges, fingerprints and be uniform in appearance without residue or haze.

18.3 TASK: D-3 SPOT CLEAN BUILDING SURFACES

FREQUENCY: DAILY ON AS NEEDED BASIS

LOCATIONS: LOBBIES, GENERAL OFFICES, EXECUTIVE OFFICES, JUDGE'S
CHAMBERS, CONFERENCE ROOMS, CORRIDORS, LOUNGES,
RESTROOMS

STANDARD:

1. All vinyl, painted or ceramic tile walls and restroom partitioning shall be free of smudges, smears, marks, dirt, fingerprints or other soil. Surfaces will be free of detergent residue, streaks, film or haze.

18.4 TASK: D-4 CLEAN AND DISINFECT WATER FOUNTAINS

FREQUENCY: DAILY

LOCATIONS: LOBBIES, CORRIDORS, LOUNGE

STANDARDS:

1. All water spots, dirt, smudges, smears, film and haze is removed from water fountains.

2. Stubborn stains are removed and no damage is done to surface of water fountains.

18.5 TASK: D-5 SPOT CLEAN LOBBY AND COURTROOM FURNITURE

FREQUENCY: DAILY

LOCATIONS: LOBBIES, COURTROOMS, CORRIDORS, LOUNGES

STANDARDS:

1. All dirt, dust, smudges, smears and fingerprints are removed from furniture. Furniture exhibits clear shine free of residue or haze.

18.6 TASK: D-6 REFILL PAPER TOWELS, TOILET TISSUE AND LIQUID HAND
SOAP

FREQUENCY: DAILY

LOCATIONS: RESTROOMS, JUDGE=S CHAMBERS, EMPLOYEES LOUNGES, AND
*HOLDING CELLS

STANDARDS:

1. All paper towel dispensers are filled to 3/4 capacity and paper towels are dispensed easily and correctly from dispenser.
2. All toilet paper dispensers have at least 1/2 roll of toilet paper and rolls are properly installed in dispensers.
3. All hand soap dispensers are filled to 3/4 capacity with the proper ratio of 1 part soap to 2 part water. The soap dispenser has been accessed properly and the dispenser has been restored to proper operating condition.

*Toilet paper only in holding cells

18.7 TASK: D-7 CLEAN AND DISINFECT BASINS, TOILETS, URINALS AND
SANITARY NAPKIN DEPOSITORIES

FREQUENCY: DAILY

LOCATIONS: PUBLIC AND PRIVATE RESTROOMS, JUDGE'S CHAMBERS, HOLDING
CELLS

STANDARDS:

1. Basins, counter tops and plumbing disinfected and free of stains, dirt, hair, smudges, smears and water spots. Chrome fixtures or pipe shined.
2. Toilets and urinals disinfected and free of stains, dirt, hair, smudges, smears, water spots encrustation and rust. Toilet seats free of stains, dirt, hair, smudges, smears and water spots on both top and bottom surfaces.
3. Sanitary Napkin Depositories emptied, disinfected and are free of dirt, hair smudges, smears, water spots, encrustation rust and odor. Exterior of depositories are free of smears, film and haze. Contents of depositories bagged in plastic bags, plastic bags tied and deposited in dumpster.

18.8 TASK: D-8 DUST MOP FOLLOWED BY WET MOP ALL CERAMIC TILE,
QUARRY TILE BRICK, TERRAZZO AND RESILIENT TILE
FLOORS

FREQUENCY: DAILY- MAIN ENTRANCE, LOBBY AREAS
WEEKLY- ALL OTHER AREAS

LOCATIONS: LOBBIES, TILED CORRIDORS, TILED LOUNGES, STAIRWELLS, TILED
ELEVATOR FLOORS, RESTROOMS AND TILED RECEPTION AREAS

STANDARDS:

1. All dirt, melting compounds, dust, and trash removed from floors.
2. No dirty water or cleaning solution residue or mop marks shall be visible on floors.
3. All corners and areas adjoining vertical walls or stairs shall be free of dirt, dust, trash, dirty water residue, cleaning solution residue and wax buildup.
4. All quarry tile floors will be maintained using a maintenance system design specifically of Quarry Tile. And shall be maintained in accordance with the manufacturer's instructions for the

maintenance system. Such system must be approved, in advance, by the Multi-Service Center Manager.

- 18.9 TASK: D-9 SPOT CLEAN CARPET STAINS
- FREQUENCY: DAILY
- LOCATIONS: ALL CARPETED AREAS
- STANDARDS:
1. Carpet is to be free of stains, spots or marks of any kind which can be removed by carpet cleaners.
- 18.10 TASK: W-1 DUST ALL HORIZONTAL SURFACES
- FREQUENCY: WEEKLY
- LOCATIONS: JUDGE'S CHAMBERS, GENERAL OFFICES, EXECUTIVE OFFICES, LOBBIES, CORRIDORS, LOUNGES, CONFERENCE ROOMS AND COURTROOMS
- STANDARDS:
1. All window ledges, desks, file cabinets, storage cabinets, wooden furniture, venetian blinds and all other horizontal surfaces are to be free of dust and trash.
- 18.11 TASK: W-2 DUST VERTICAL SURFACES
- FREQUENCY: WEEKLY
- LOCATIONS: JUDGE'S CHAMBERS, COURTROOMS, EXECUTIVE OFFICES, GENERAL OFFICES, LOUNGES, CONFERENCE ROOMS, LOBBIES AND CORRIDORS
- STANDARDS:
1. All dust removed from all vertical surfaces in the above areas.
- 18.12 TASK: W-3 BUFFING ALL TERRAZZO AND RESILIENT TILE
- FREQUENCY: MONTHLY
- LOCATIONS: LOBBIES, TILED CORRIDORS, TILED LOUNGES, STAIRWELLS, TILED ELEVATOR FLOORS, AND TILED RECEPTION AREAS
- STANDARDS:
1. Floors are to have an even high gloss sheen, free of any buffing or swirl marks and present a uniform appearance.
- 18.13 TASK: W-4 VACUUM ALL CARPETED AREAS
- FREQUENCY: WEEKLY
- LOCATIONS: JUDGE'S CHAMBERS, GENERAL OFFICES, EXECUTIVE OFFICES, CARPETED CORRIDORS, CARPETED RECEPTION AREAS, CARPETED LOUNGES, CONFERENCE ROOMS AND COURTROOMS
- STANDARDS:

1. Carpets are to be free of all dirt, dust, paper clips, small pieces of paper or other trash.
2. Furniture is to be returned to its original position.

18.14 TASK: W-5 VACUUM FLOOR MATS

FREQUENCY: WEEKLY

LOCATIONS: LOBBIES, CORRIDORS, LOUNGES, STAIRWELLS AND ELEVATOR FLOORS

STANDARDS:

1. All dirt, dust, and trash removed from floor mats.
2. Floor mats returned to their original positions.

18.15 TASK: M-1 WAXING ALL RESILIENT TILE FLOORS

FREQUENCY: SEMI-ANNUAL

LOCATIONS: ALL RESILIENT TILE FLOORS IN LOBBIES, ELEVATORS, CORRIDORS, LOUNGES, RECEPTION AREAS AND STAIRWELLS

STANDARDS:

1. Resilient tile evenly waxed and buffed to a high gloss.
2. Floor has no buffing marks or swirls and presents a uniform appearance.
3. No wax residue or buildup in corners or areas of floor adjoining vertical walls or stairs.

18.16 TASK: S-1 REFINISH ALL RESILIENT TILE FLOORS

FREQUENCY: SEMI-ANNUAL (TWICE A YEAR-SIX MONTHS APART)

LOCATIONS: RESILIENT FLOOR AREAS IN LOBBIES, CORRIDORS, LOUNGES, RECEPTION AREAS, ELEVATORS, AND STAIRWELLS STANDARDS:

STANDARDS:

1. All old wax removed from resilient tile floors.
2. All wax stripping solution removed from floor and surrounding wall areas.
3. New wax applied evenly and buffed to high gloss.
4. No traces of dirt or marks on tile surfaces.

19. SCHEDULE OF REDUCTIONS FOR NON-PERFORMANCE OR FAILURE TO MEET STANDARDS

The following reductions shall be used in adjusting the Contractors invoice when the Contractor fails to perform any task required in these specifications *or performs any task below the standards as required* in these specifications.

First occurrence - written documentation notice from the Contract Monitor to the contractor.

Second occurrence - written documentation and deduction of 1/60th of monthly invoice amount.

Third occurrence - written documentation and deduction of 1/30th of monthly invoice amount.

Note:

Copies of all correspondence regarding this clause must be submitted to the Procurement Officer.

Reductions for **No Shows** may be based on the normal number of Contractors personnel assigned to the building multiplied by the hours normally worked by the Contractor, at the hourly billing rate of the Bid.

Reductions for below standards work may be made if, after the second documented notification, the Contractor has not corrected the deficiency and State workers are assigned to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task

Reductions for non-performance may be made if the task was not done and State workers must be assigned immediately to perform the task. Reductions will be based on the hourly wage rate of the State employee assigned to perform the task times the hour/hours required for State workers to perform the task.

The referenced conditions (examples) may result in Termination of Contract for Default by the Procurement Officer.

20. DISPUTES ARISING FROM REDUCTIONS:

- 20.1 Should the contractor dispute the validity of a reduction determination made by the Building Manager/Designee, he may appeal the reduction to the Superintendent within seven (7) calendar days of receiving notice of the reduction.
- 20.2 The Superintendent will review the reduction and make a written determination as to its validity within seven (7) days of the receipt of the appeal from the contractor.
- 20.3 Should the contractor disagree with the decision of the Superintendent, the contractor may appeal the Superintendent's decision to the Assistant Secretary for Facilities Operations and Maintenance, Annapolis Public Buildings and Grounds, 29 St. John's Street, Annapolis, Maryland 21401 within seven (7) calendar days of the receipt of the Manager's decision.
- 20.4 The Assistant Secretary for Facilities Operations and Maintenance shall review all documentation, evidence and arguments of the contractor and the Building Manager and make a written determination as to the validity of the reduction within seven (7) days of receiving the appeal from the contractor.

21. PAYMENT TO THE CONTRACTOR:

- 21.1 At the end of each month, the contractor shall render to the Building Manager his invoice, in triplicate, for the service provided over the preceding month. The invoice shall not exceed 1/12 of the annual base bid amount of the contract, plus any alternates that were performed during the preceding month. The invoice will detail any known reductions as outlined in these Detailed Specifications. All invoices shall be addressed as follows:

**Department of General Services
Accounts Payable, Room 1309
301 W. Preston Street
Baltimore, Maryland 21201**

- 21.2 The Building Manager will review the invoice and any necessary reductions which must be made in accordance with these specifications. Should the contractor's invoice not include all necessary reductions, the invoice will be reduced by the amount of the non-included reductions and processed for payment. The contractor will be notified of the reductions made and supplied with copies of documentation supporting those reductions.

22. MANNING TABLES:

The Contractor shall supply to the State, within 30 days after award of the contract the following information:

- 22.1 Total weekly man-hours for the provision of daily and weekly tasks. (Tasks 18.1, 18.14)
- 22.2 Total monthly man-hours for the provision of monthly task. (Task 18.12)
- 22.3 Total twice a year man-hours for the provision of twice a year tasks. (Tasks 18.15, 18.16)

23. CONTRACTORS EMPLOYEES:

- 23.1 The Contractor shall require all employees to wear distinctive work clothing for ready identification and assure that every employee is in the proper attire on the date an employee first enters on duty. A below waist work smock is acceptable. Any color or color combination, as approved by the Building Manager may be used. Employees will be required to dress neatly commensurately with the tasks being performed.
- 23.2 All Contractor's employees must wear approved identification badges when in or on State property. The Building Manager shall periodically verify passes with employees.
- 23.3 Contractor=s employees must SIGN-IN and SIGN-OUT of each State building with the Security person on duty each and every time they enter or leave a building.
- 23.4 Personnel employed by the Contractor shall be capable employees qualified in this type of work.
- 23.5 Contractor=s supervisors shall be fully and adequately trained and have a minimum of two years experience in cleaning supervision sufficient in scope to meet the approval of the Building Manager. Background information verifying the supervisor's experiences will be provided to the Building Manager by the contractor ten (10) working days prior to the start of the contract.
- 23.6 Contractor shall employ, at all times, the quantity and quality of supervision necessary for both effective and efficient management of cleaning operations. All supervisors shall have an intimate knowledge of the various cleaning tasks, equipment, and materials so as to be able to both properly train and direct the cleaners in their individual tasks and to maintain and control an effective inspection and follow-up program.
- 23.7 The Contractor shall not hire State employees for work in the State buildings.

24. SCHEDULING OF WORK:

To facilitate contract administration and inspection by the Building Manager or Maintenance Supervisor, the coordinator shall:

- 24.1 Five (5) days prior to the contract starting date submit in writing to the Building Manager/Designee the name of the on-site supervisor authorized to act for the contractor in every detail for the janitorial cleaning services.
- 24.2 Prior to the commencement of the contract, Building Manager or his designee will confer with the contractor and review the total specification requirements, total workload, and the cleaning methods proposed by the contractor.
- 24.3 In monitoring of contract performance and quality assurance, the provider contact Ms. Ginny Simpson or designee and the Maintenance Supervisor or the Regional Manager shall make at least two (2) visits a month to the Facility.

25. CLEANING IN SECURED AREAS:

Access to areas to be cleaned will be controlled by DGS/Security contractor.

26. WORK BY CONTRACTOR:

The contractor shall perform all of the Base Bid tasks as outlined in these detailed specifications. Only add alternate tasks may be sub-contracted.

27. STATE REPRESENTATIVE:

The Building Manager will enforce the standards of this contract and is authorized to take any or all actions which legally could be taken by the Procurement Officer, provided such actions do not involve a change in the contract amount, quality or delivery schedule or terms and conditions.

28. INFORMATION TO BE SUBMITTED WITH BID:

- 28.1 With his/her bid, the Contractor must submit a listing of buildings of similar size for which his company has performed janitorial service. This listing must include the name and address of the building, institution or facility, net square footage, contact person, and a *current working telephone number*.
- 28.2 The Contractor must submit the hourly wage rates, including fringe benefits, that he/she intends to charge for janitors and the on-site supervisor assigned to this contract for any extra work beyond the scope of this contract.
- 28.3 All certifications, affidavits, bonds and other documents called for in this solicitation, fully signed and executed.

29. CONTRACTOR'S LIABILITY INSURANCE:

Responsibility for Damage Claims

(1) The Contractor shall indemnify and save harmless and defend the State and all its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under this contract, either by the Contractor or any sub-contractor, or their employees, agents, or representatives.

(2) Liability Insurance

(a) The Contractor and/or any sub-contractor shall maintain such insurance acceptable to the State as will protect them from claims under Worker's Compensation Acts, by coverage with insurance companies acceptable to the State Insurance Commissioner, for damages which may arise from operations under this contract, whether such operations be by the Contractor or by any sub-contractor, or their employees, agents, or representatives.

(b) The Contractor shall protect the State from any other claims.

(c) At a minimum, the Contractor shall maintain insurance coverage providing \$500,000 combined single limit including both a bodily injury and property damage liability. The coverage shall include extended broad form combined general liability (CGL), or its equivalent.

(d) Certificates of the Contractor's insurance containing evidence of the Hold Harmless Clause protecting the State of Maryland shall be filed with the Department of Agriculture and shall be subject to their approval for adequacy of protection for the complete contractual period.

(e) Prior to commencing work on this contract, the Contractor shall provide a Certificate of Insurance with an insurer acceptable to the State.

Send Certificate of insurance to:

Attn: Michael Ireland
Dept. of General Services
Mary E. W. Risteau District Court/MSC
2 South Bond Street
Bel Air, Maryland 21014

Send copy to:

Joseph Palechek
Procurement Officer
Facilities Maintenance
301 W. Preston Street, Room M-4
Baltimore, Maryland 21201

Please refer to ASection A, Terms and Conditions, General Information, 23B, Contractor=s Insurance for minimum coverage amount(s) required.

30. FIDELITY BOND:

Contractor=s employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which contractor's employees have access, or loss which the State or others may sustain as a result of any fraudulent or dishonest act of contractors= employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit of at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State not later than the time of award of contract.

31. DEFERRED MAINTENANCE:

The Building Manager, or any authorized superior above the supervisor's position, may defer any task, alternate task or requirement of the contract if this person, or persons, deem it in the best interest of the State to do so. This act may be initiated by verbal notice to the contractor, followed by a written order, and may be implemented at any time during the term of this contract.

32. INSPECTION AND APPROVAL OF WORK:

The State will demand strict conformance to the standards and on the frequency specified. The Building Manager/Designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.

33. BASE BID:

The Base Bid shall be a total, three (3) year price for the provision of all janitorial services as described in Tasks 18.1 through 18.16 in the Detailed Specifications. This price includes all daily, weekly, monthly, and twice a year tasks, to the standards set forth, including all supplies, equipment, wages, overhead and profit for the entire term of the contract.